

MADRAS RECORD OFFICE.

Government of Madras.

Marine

DEPARTMENT.

G.O. No. *682*

Press
Mis.

Dated *5* *6*

1961

Not to be folded or roughly handled

*OK
13/11/35*

*Proceedings of the Madras Government, Marine Department,
5th June 1861.*

No. 5. Read the following letter from J. J. FRANKLIN, Esq., Superintendent of Marine; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 29th May 1861, No. 1,544.

I have the honor, in compliance with the 2nd paragraph of the Order recorded in Proceedings of Government of the 12th January last, No. 19, to forward one part of the contract entered into between Messrs. Mackinnon, Mackenzie and Co., and myself on behalf of Government, for establishing a Mail Steamer to run between Madras, the Northern Ports and Rangoon for one year, and to solicit that 25 copies may be struck off for distribution to different Departments at the Presidency and at the Ports of call.

The contract was commenced on the 11th January last. It will therefore terminate on the same date in 1862.

No. 6. ORDER THEREON, 5th June 1861, No. 192.

Ordered that the Agreement executed with Messrs. Mackinnon, Mackenzie and Co., for the services of a Steamer to run as a Mail and Passenger Packet between Madras and Rangoon, *via* the Northern Ports, be printed, and that 25 copies of it be furnished to the Superintendent of Marine for distribution as proposed.

2. Ordered that copies of it be forwarded to the Accountant General, the Civil Paymaster and the Post Master General.

3. The Accountant General, will report on the question raised by Mr. Franklin in the 2nd paragraph of his letter, recorded in Proceedings 12th January last, No. 19.

(Signed) T. PYCROFT,
Chief Secretary.

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This Indenture made the Twentieth day of May One thousand eight hundred and sixty-one **Between** WILLIAM MACKINNON, JAMES MACALESTER HALL, PETER MACKINNON AND PETER HALL all of the Town of Calcutta, Merchants and Co-partners trading under the style or firm of Mackinnon, Mackenzie and Company and hereinafter called "the said Contractors" of the one part and the RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called the said Secretary of State of the other part, **Witnesseth** that the said Contractors and every three and two of them for themselves, their Heirs, Executors and Administrators do jointly and each of them for himself and for his Heirs, Executors and Administrators doth severally covenant and agree with the said Secretary of State, his Successors and Assigns in manner following, that is to say :

That they the said Contractors shall and will on or before the twelfth day of May instant, and at all times during the continuance of this Contract or so long as the whole or any part of the service hereby agreed to be performed ought to be performed in pursuance thereof provide, maintain, keep seaworthy and in complete repair and readiness for the purpose of conveying all the Mails which the Postal Officers of Her Majesty's Government of India at all or any or either of the Ports and places hereinafter mentioned shall make up and require to be carried from all or any or either of such Ports and places to all or any or either of such Ports or places as hereinafter provided one good substantial and efficient Screw Steam vessel or more than one, such vessel to be of not less than five hundred and ninety-nine tons burthen, and to be supplied with first rate Steam Engines of not less than one hundred and twenty horse power and to have and keep for the use of the Government passengers to be embarked as hereinafter mentioned a space between Decks equal to one thousand and fifty square feet with a height of not less than six and a half feet from Deck to Deck and a space on Deck equal to seven hundred and fifty square feet.

That the said Contractors shall and will during the continuance of this Contract in every case diligently, faithfully and to the satisfaction of the said Secretary of State convey the said Mails on board such vessel or vessels as hereinafter mentioned and such vessel or vessels shall depart from the several places and at the several times hereinafter respectively mentioned or specified.

That the vessel or all the vessels if more than one employed under this Contract shall be always supplied and furnished with all necessary and proper Machinery, Engines, apparel, furniture, stores, tackle, boats, fuel, oil, tallow, provisions, anchors, cables, fire pumps, and other proper means for extinguishing fire, Charts, Chronometers, proper nautical instruments and whatsoever else may be requisite and necessary for equipping such vessel or vessels and rendering such vessel or vessels constantly efficient for the service hereby contracted to be performed and also manned and provided with competent Officers with appropriate Certificates granted pursuant to the Act or Acts in force at the date of this Contract or for the time being relative to the granting Certificates to Officers in the Merchant service and with a sufficient number of efficient Engineers and a sufficient Crew of able Seamen and other men and to be in all respects as to vessel or vessels, Engines, equipments, Engineers, Officers and Crew, subject in the first instance and from time to time and at all times afterwards to the approval of the said Secretary of State or such Officer or Officers or person or persons as the Governor in Council of Madras for the time being shall authorize to act in the premises on behalf of the said Secretary of State.

That one such vessel as aforesaid so approved of and equipped as aforesaid and with the said Mails on board shall put to sea from Madras on or about the twelfth day of May instant and that one such vessel as aforesaid shall also put to sea from Madras on or about the twelfth day of every succeeding month (on such particular days and at such hour as shall at any time or times or from time to time be appointed by the said Secretary of State or by such Officer or

Officers or person or persons as the Governor in Council of Madras for the time being shall authorize to act in the premises on behalf of the said Secretary of State) so that an interval of about a month is left between the days of the departure of each such vessel from Madras.

That each and every such vessel so leaving Madras as aforesaid shall proceed to and shall touch and anchor at the several Ports of Masulipatam, Cocanada, Vizagapatam and Bimlipatam on the Coast of Coromandel and shall remain at anchor at each of the said four last mentioned Ports for and during the space of six hours of day-light at least and after each of such periods of six hours of day-light or such further period not exceeding twenty-four hours of day and night as hereinafter mentioned (as the case may be) shall have elapsed shall proceed to the next of the said four last mentioned Ports in the rotation in which the said four last mentioned Ports are hereinbefore mentioned and from the said Port of Bimlipatam shall proceed direct to Rangoon. Provided also that either of them the said Secretary of State or the said Contractors shall be at liberty to detain every such vessel as aforesaid at anchor as aforesaid at each of the said Ports of Masulipatam, Cocanada, Vizagapatam and Bimlipatam on each occasion of touching at such Ports for such period not exceeding twenty-four hours of day and night (including the said before mentioned period of six hours of day-light) as either of them the said Secretary of State or the said Contractors or the Master of any such vessel as aforesaid shall think fit.

That each and every such vessel as aforesaid shall remain at Rangoon aforesaid for and during the period of four days and shall then proceed on her return voyage to Madras touching and anchoring at the said four several Ports of Bimlipatam, Vizagapatam, Cocanada and Masulipatam in the order in which they are lastly hereinbefore respectively named and shall remain at anchor at each of such four last mentioned Ports for and during the space of six hours of day-light at least. PROVIDED also that either of them the said Secretary of State or the said Contractors shall be at liberty to detain every such vessel as aforesaid at anchor as aforesaid at each of the said four last mentioned Ports on each occasion of touching at such Ports for such period not exceeding twenty-four hours of day and night (including the said before mentioned period of six hours of day-light) as either of them the said Secretary of State or the said Contractors or the Master of any such vessel as aforesaid shall think fit.

That should it be deemed by the Government of Madras or by the Commissioner or in his absence the Officiating or Deputy or Acting Commissioner of Pegu at Rangoon requisite for the Public Service that any vessel as aforesaid employed under this Contract should delay her departure from Madras or from Rangoon as the case may be beyond the periods herein agreed upon, or if the said Contractors shall so request the said Government or the said Commissioner or in his absence the Officiating or Deputy or Acting Commissioner of Pegu at Rangoon shall have power and shall be at liberty to order or permit such delay (not however exceeding twenty-four hours) by letter addressed by either of the Secretaries to the Government of Madras, or by the said Commissioner or Officiating or Acting or Deputy Commissioner of Pegu at Rangoon for the time being to the Master of any such vessel or person acting as such and which shall be deemed a sufficient authority for such detention, anything herein contained to the contrary thereof notwithstanding.

That during the continuance of this Contract every such Steam vessel as aforesaid shall on every voyage duly and safely carry all such Mails as aforesaid (including all despatches and bags of letters) as by the Government of Madras or the Post Master General or Post Master of Madras or the Chief Post Office authorities at each and every of the said Ports of Masulipatam, Cocanada, Vizagapatam and Bimlipatam or the Commissioner or Officiating or Deputy Commissioner or Post Master or Deputy Post Master or other Chief Civil Officer at Rangoon shall be required to be conveyed on such voyage between any of the Ports and places hereinbefore mentioned.

That the said Contractors shall not nor shall the Master of any such vessel as aforesaid employed or to be employed under this Contract receive or permit to be received on board any such vessel as aforesaid employed under this Contract any letters for conveyance other than those required to be conveyed under or by virtue of the last preceding clause of this Contract and in case of any and every breach of this clause the said Contractors shall forfeit and pay to the said Secretary of State, his successors or assigns the sum of Company's Rupees ten for every letter so improperly received on board any such vessel.

That in case any such vessel as aforesaid shall fail to remain at either of the Ports or places hereinbefore specified for the spaces of time herein provided (unless the earlier departure of such vessel shall be authorized in writing by the Government of Madras or the Chief Civil Officer at the said Port or place) the said Contractors shall forfeit and pay unto the said Secretary of State his Successors or Assigns the sum of Company's Rupees one hundred for every hour and fraction of an hour which such vessel shall so fail to remain less than the specified time.

That the said Secretary of State and the said Government of Madras shall also have full power whenever and so often as such Secretary of State or the said Government may deem it requisite to survey by any Officer or Officers or person or persons authorized in the premises every such vessel as aforesaid employed and to be employed in the performance of this Contract and the hulls thereof and the Engines, Machinery, furniture tackle, apparel, stores, equipments, Officers, Engineers and Crew thereof the said vessels to be opened in their hulls whenever such Officer or Officers or person or persons authorized to survey as aforesaid may require and if any such vessel or any part thereof or any Engine, Machinery, furniture, tackle, apparel, boat, store or equipment thereof shall on any such survey be declared by any such Officer or Officers or person or persons as aforesaid unseaworthy or not adapted to the service hereby contracted to be performed, such vessel shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again in the conveyance of the said Mails until such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Secretary of State or the said Government of Madras, and if such vessel shall be employed before such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Secretary of State or the said Government neither the subsidiary or guaranteed amount of freight and passage money hereinafter particularly mentioned and agreed to be paid and guaranteed by the said Secretary of State, his Successors or Assigns or any part or parts thereof shall be payable to or claimable by the said Contractors.

That the said Contractors and all Commanding and other Officers of the vessel or vessels to be employed in the performance of this Contract and all Agents, Seamen and Servants of the said Contractors shall at all times during the continuance of this Contract punctually attend to the orders and directions of the said Government of Madras or as respects the said places other than Madras of the Chief Civil Officer or the Post Master or Acting or Officiating Post Master of the said Ports or places as to the landing, delivering and receiving of the said Mails.

That the said Contractors or the Masters of such vessel or vessels as aforesaid shall receive on board on each voyage from Madras via the Northern Ports to Rangoon and on each voyage from Rangoon via the Northern Ports to Madras and on each voyage from any one of the said Ports to any other of the said Ports and carry and convey from any one of the said Ports to any other of the said Ports all persons for whom the said Government of Madras or the said Commissioner or in his absence the Officiating or Deputy or Acting Commissioner of Pegu at Rangoon, or any Officer or Officers acting under their or any or either of their authority or on their behalf shall by any writing require passage to be provided from any one of the said Ports to any other of the said Ports and shall also receive on board and carry and convey from any one of the said Ports to any other of the said Ports all stores and cargo which the said Government of Madras, or the said Commissioner or Officiating or Deputy or Acting Commissioner of Pegu at Rangoon, or any such Officer or Officers acting as last aforesaid shall by any writing require to be received on board at any of the said Ports and conveyed to any other of the said Ports the said Contractors receiving passage money for such persons as aforesaid and freight for such stores and cargo as aforesaid at and after the rates specified and set forth in the Table or Schedule hereunto annexed, provided nevertheless that the number of persons and quantity of stores and cargo which the said Contractors or the Master of any such vessel as aforesaid shall be bound to receive on board on any such voyage from any one of the said Ports to any other of the said Ports (inclusive of any such person or persons as may be already on board and any such stores and cargo as may have been already shipped) shall not exceed the gross number of persons and gross quantity of stores and cargo hereinafter particularly mentioned (that is to say)

Five Commissioned Officers or other Public servants entitled to Cabin passage.

Three Warrant Officers.

One hundred and twenty-five men.

Thirty tons of stores.

That if at any time or times during the continuance of this Contract the said Government of Madras or the said Superintendent of Marine at Madras, shall deem it requisite to alter the particular days or hours of departure from and arrival at all and every or any of the Ports or places to or from which the said Mails are to be conveyed under or by virtue of this Contract the said Government or the said Superintendent of Marine at Madras shall be at liberty at any time or times and from time to time, so to do on giving a timely notice of such intention to the said Contractors and the particular days, times and hours of departure from and arrival at all and every of any of such Ports or places which may be appointed by any such alteration in force for the time being shall be deemed to be the days, times and hours of departure and arrival of the said Mails under this Contract and shall be observed and kept by the said Contractors accordingly. Provided always that such alteration shall not necessitate the employment of any greater number of vessels than hereinbefore specified, **And** in consideration of the due and faithful performance by the said Contractors of all the services hereby contracted to be by them performed the said Secretary of State doth hereby agree that there shall be paid to the said Contractors so long as they perform the whole of the said services in the manner and with such vessel or vessels as herein provided the sum of Company's Rupees four thousand and five hundred for each and every completed voyage out and home (that is to say) from Madras via the several Ports of Masulipatam, Cocanada, Vizagapatam and Bimlipatam to Rangoon and from Rangoon via the said Ports of Bimlipatam, Vizagapatam, Cocanada and Masulipatam, back again to Madras, such payments to be made at the expiration of ten days from the date on which each such vessel as aforesaid shall complete such voyage out and home as aforesaid and that when and so often as any such vessel as aforesaid shall be detained in pursuance of the power or authority hereinbefore contained (provided such detention be for the purposes of the Government, and not for the convenience of or at the request of the said Contractors) there shall be paid to the said Contractors the sum of Company's Rupees five hundred for every period of twenty-four hours, and at the same proportionate rate for any fraction of twenty-four hours of such detention in addition to the said sum of four thousand and five hundred Company's Rupees. Provided that should this Contract terminate either by a notice of putting an end to the same by virtue of the power herein contained or by effluxion of time after the commencement, and before the completion of any such voyage out and home as aforesaid part of such payments as aforesaid to the day of termination shall be paid, such payments as aforesaid to be subject however to the abatement or set off of any deductions or forfeitures or liquidated damages which the said Contractors may have incurred as herein provided.

That if at any time or times during the continuance of this Contract the said Government of Madras or the Commissioner or in his absence the Officiating or Deputy or Acting Commissioner of Pegu at Rangoon shall resolve to withdraw any such vessel as aforesaid from the said line of communication between Madras (via the Northern Ports) and Rangoon and from the performance of such service as aforesaid and to employ such vessel for and on behalf of the said Secretary of State for India, solely and altogether as a Transport for the Public service it shall be lawful for the said Government of Madras or such Commissioner or Officiating or Deputy Commissioner as aforesaid by any writing and in manner hereinafter mentioned to give notice of such resolution to the said Contractors and from and immediately after such notice shall have been given the said Government of Madras or such Commissioner or Officiating or Deputy Commissioner as aforesaid acting for and on behalf of the said Secretary of State for India shall be entitled and at full liberty to withdraw such vessel as aforesaid from such line of communication and from such service as aforesaid and to employ such vessel for and on behalf of the said Secretary of State for India, solely and altogether as a Transport for the Public service from any Port or place wheresoever to any other Port or place wheresoever and in any manner and for any purpose whatsoever for and during the then unexpired period of this Contract and in such case and for and during such time as any such vessel as aforesaid shall be employed as and for such Transport as aforesaid the said Secretary of State for India his Successors or Assigns shall and will pay or cause to be paid unto the said Contractors as and for the hire of the whole of any such vessel and the absolute and entire use and control of her the sum of twenty-five Company's Rupees per mensem for each ton of the gross registered measurement or tonnage of such vessel and shall and will also find and provide such vessel with all such coal as shall be necessary for well and

working her and all other payments and allowances of every sort and description what-are herein provided for shall altogether cease.

in case the gross amount which any such vessel as aforesaid shall earn and be entitled to for passage money and freight for and in respect of Government passengers and stores and freight on any completed voyage out and home (that is to say from the Northern Ports to Rangoon and from Rangoon via the Northern Ports back again exclusive of the amounts payable for and in respect of private passengers and private freight shall not amount to the sum of seven thousand and five hundred Company's Rupees and in every such case the said Secretary of State for India, his Successors or Assigns shall pay or cause to be paid to the said Contractors so much money as with the gross amount which any such vessel as aforesaid shall have earned and be entitled to receive for passage money and freight for and in respect of Government passengers and Government stores and freight on any such completed voyage out and home as aforesaid will amount to and make up the sum of seven thousand and five hundred Company's Rupees as and for the gross earnings of such vessel as aforesaid for and in respect of Government passengers and Government stores and freight on such completed voyage out and home as aforesaid calculating the passage money and freight for all stores and cargo at and after and according to the rates and set forth in the said Table or Schedule hereunto annexed.

It is hereby agreed and declared that this Contract shall be deemed to have commenced on the 1st day of January one thousand eight hundred and sixty-one, and shall continue in force for the term of years limited by the said Secretary of State or the said Government of Madras in pursuance of the power hereinafter contained) in force for one year. And it is hereby further provided that without the consent of the said Secretary of State signified in writing and of one of the Secretaries for the time being to the Government of Madras neither the whole nor any part thereof shall be assigned, underlet or disposed of and that in case of any part thereof being assigned, underlet or otherwise disposed of without such consent as aforesaid or in case of any breach of this Contract on the part of the said Contractors or their Agents, Agents or Servants in any respect and whether there be or be not any sum of money hereby made payable by the said Contractors for any such breach and pending the pendency of any proceedings for the recovery of any damages or penalty for each or in case of the said Contractors becoming insolvent or bankrupt it shall be the duty of the said Secretary of State (if he think fit and notwithstanding there may or may not have been any former breach of this Contract) by writing under the hand of one of the Secretaries for the time being to the Government of Madras to determine this Contract without any previous consent of the said Contractors or their Agents nor shall the said Contractors be entitled to any compensation in consequence of such determination, but even if this Contract be so determined the said Contractors shall continue liable for any liability which they may have incurred previous to termination. And it is hereby also agreed that the notices or directions which the Secretary of State or the Secretaries to the Government of India or the said Superintendent of Madras or such Commissioner or Officiating or Deputy or Acting Commissioner of Rangoon aforesaid or such Officers, Servants or other persons as aforesaid are hereby empowered to give to the said Contractors, their Officers, Servants or Agents except other than Madras at the option of the said Secretary of State for India or such Officer or Officiating or Deputy or Acting Commissioner of Pegu at Rangoon aforesaid or other Officers, Servants or other persons as aforesaid be either delivered to the Master of the vessel as aforesaid or other Officer or Agents of the said Contractors in the charge of any vessel employed in the performance of this Contract or may be left for the said Contractors at their last known Office or place of business in India and that as respects such notices shall be so left for the said Contractors at the Office of their Agents, Dymes and Company at Madras aforesaid. Provided always that if when this Contract terminates by effluxion of time or otherwise any vessel or vessels should have started or departed with Mails in conformity with this Contract such voyage or voyages shall be continued and performed and the Mails be delivered and received during the same as if this Contract were in force with regard to any such vessels and services. **In witness** whereof the said John Mackinnon, James Macalester Hall, Peter Mackinnon and Peter Hall, have hereunto set

That if at any time or times during the continuance of this Contract the said Government of Madras or the said Superintendent of Marine at Madras, shall deem it requisite to alter the particular days or hours of departure from and arrival at all and every or any of the places to or from which the said Mails are to be conveyed under or by virtue of this Contract the said Government or the said Superintendent of Marine at Madras shall be at liberty at any times and from time to time, so to do on giving a timely notice of such intention to the Contractors and the particular days, times and hours of departure from and arrival at every of any of such Ports or places which may be appointed by any such alteration of force for the time being shall be deemed to be the days, times and hours of departure and arrival of the said Mails under this Contract and shall be observed and kept by the said Contractors accordingly. Provided always that such alteration shall not necessitate the employment of any greater number of vessels than hereinbefore specified, **And** in consideration of the faithful performance by the said Contractors of all the services hereby contracted to be performed the said Secretary of State doth hereby agree that there shall be paid to the said Contractors so long as they perform the whole of the said services in the manner and with such or vessels as herein provided the sum of Company's Rupees four thousand and five hundred for each and every completed voyage out and home (that is to say) from Madras via the several Ports of Masulipatam, Cocanada, Vizagapatam and Bimlipatam to Rangoon and from Rangoon via the said Ports of Bimlipatam, Vizagapatam, Cocanada and Masulipatam, back again to Madras. Payments to be made at the expiration of ten days from the date on which each such voyage as aforesaid shall complete such voyage out and home as aforesaid and that when and so often as such vessel as aforesaid shall be detained in pursuance of the power or authority herein contained (provided such detention be for the purposes of the Government, and not for the convenience of or at the request of the said Contractors) there shall be paid to the said Contractors the sum of Company's Rupees five hundred for every period of twenty-four hours, and at a proportionate rate for any fraction of twenty-four hours of such detention in addition to the sum of four thousand and five hundred Company's Rupees. Provided that should this Contract terminate either by a notice of putting an end to the same by virtue of the power herein contained or by effluxion of time after the commencement, and before the completion of any such voyage out and home as aforesaid part of such payments as aforesaid to the day of termination paid, such payments as aforesaid to be subject however to the abatement or set off of any claims or forfeitures or liquidated damages which the said Contractors may have incurred herein provided.

That if at any time or times during the continuance of this Contract the said Government of Madras or the Commissioner or in his absence the Officiating or Deputy or Acting Commissioner of Pegu at Rangoon shall resolve to withdraw any such vessel as aforesaid from the said line of communication between Madras (via the Northern Ports) and Rangoon and from the performance of such service as aforesaid and to employ such vessel for and on behalf of the said Secretary of State for India, solely and altogether as a Transport for the Public service it shall be lawful for the said Government of Madras or such Commissioner or Officiating or Deputy Commissioner as aforesaid by any writing and in manner hereinafter mentioned to give notice of such resolution to the said Contractors and from and immediately after such notice shall have been given by the said Government of Madras or such Commissioner or Officiating or Deputy Commissioner as aforesaid acting for and on behalf of the said Secretary of State for India shall be entitled at full liberty to withdraw such vessel as aforesaid from such line of communication and to employ such vessel for and on behalf of the said Secretary of State for India, solely and altogether as a Transport for the Public service from any Port wheresoever to any other Port or place wheresoever and in any manner and for any purpose whatsoever for and during the then unexpired period of this Contract and in such case and during such time as any such vessel as aforesaid shall be employed as and for such service as aforesaid the said Secretary of State for India his Successors or Assigns shall and will cause to be paid unto the said Contractors as and for the hire of the whole of any such vessel the absolute and entire use and control of her the sum of twenty-five Company's Rupees mensum for each ton of the gross registered measurement or tonnage of such vessel and will also find and provide such vessel with all such coal as shall be necessary for

efficiently working her and all other payments and allowances of every sort and description whatsoever which are herein provided for shall altogether cease.

That in case the gross amount which any such vessel as aforesaid shall earn and be entitled to receive for passage money and freight for and in respect of Government passengers and Government stores and freight on any completed voyage out and home (that is to say from Madras via the Northern Ports to Rangoon and from Rangoon via the Northern Ports back again to Madras) exclusive of the amounts payable for and in respect of private passengers and private stores and freight shall not amount to the sum of seven thousand and five hundred Company's Rupees, then and in every such case the said Secretary of State for India, his Successors or Assigns shall and will pay or cause to be paid to the said Contractors so much money as with the gross amount which any such vessel as aforesaid shall have earned and be entitled to receive for passage money and freight for and in respect of Government passengers and Government stores and freight on any such completed voyage out and home as aforesaid will amount to and make up the full sum of seven thousand and five hundred Company's Rupees as and for the gross earnings and freight on such completed voyage out and home as aforesaid calculating the passage money for all passengers and the freight for all stores and cargo at and after and according to the rates mentioned and set forth in the said Table or Schedule hereunto annexed.

And it is hereby agreed and declared that this Contract shall be deemed to have commenced on the eleventh day of January one thousand eight hundred and sixty-one, and shall continue (unless determined by the said Secretary of State or the said Government of Madras in pursuance of the power hereinafter contained) in force for one year. And it is hereby further agreed and provided that without the consent of the said Secretary of State signified in writing under the hand of one of the Secretaries for the time being to the Government of Madras neither this Contract nor any part thereof shall be assigned, underlet or disposed of and that in case of the same or any part thereof being assigned, underlet or otherwise disposed of without such consent signified as aforesaid or in case of any breach of this Contract on the part of the said Contractors, their Officers, Agents or Servants in any respect and whether there be or be not any penalty or sum of money hereby made payable by the said Contractors for any such breach and notwithstanding the pendency of any proceedings for the recovery of any damages or penalty for any such breach or in case of the said Contractors becoming insolvent or bankrupt it shall be lawful for the said Secretary of State (if he think fit and notwithstanding there may or may not have been any former breach of this Contract) by writing under the hand of one of the Secretaries for the time being to the Government of Madras to determine this Contract without any previous notice to the Contractors or their Agents nor shall the said Contractors be entitled to any compensation in consequence of such determination, but even if this Contract be so determined the said Contractors shall continue liable for any liability which they may have incurred previous to any such determination. And it is hereby also agreed that the notices or directions which the said Secretary of State or the Secretaries to the Government of India or the said Superintendent of Marine at Madras or such Commissioner or Officiating or Deputy or Acting Commissioner of Pegu at Rangoon as aforesaid or such Officers, Servants or other persons as aforesaid are hereby authorized and empowered to give to the said Contractors, their Officers, Servants or Agents may as respects other than Madras at the option of the said Secretary of State for India or such Commissioner or Officiating or Deputy or Acting Commissioner of Pegu at Rangoon as aforesaid or such other Officers, Servants or other persons as aforesaid be either delivered to the Master of any such vessel as aforesaid or other Officer or Agents of the said Contractors in the charges or management of any vessel employed in the performance of this Contract or may be left for the said Contractors at their last known Office or place of business in India and that as respects Madras all such notices shall be so left for the said Contractors at the Office of their Agents, Messieurs Dymes and Company at Madras as aforesaid. Provided always that if when this Contract terminates by effluxion of time or otherwise any vessel or vessels should have started or should start with Mails in conformity with this Contract such voyage or voyages shall be continued and performed and the Mails be delivered and received during the same as if this Contract remained in force with regard to any such vessels and services. **In witness** whereof the said William Mackinnon, James Macalester Hall, Peter Mackinnon and Peter Hall, have hereunto set

their respective hands and seals and John James Franklin, the Superintendent of Marine at Madras, by the order and direction of the Governor in Council of Fort Saint George, acting for and on behalf of the said Secretary of State for India in Council hath hereunto set his hand and seal the day and year first above written.

TABLE OR SCHEDULE ABOVE REFERRED TO
Of Freight and passage by Contract Steamer from Madras to Northern Ports and
Rangoon and vice versa.

Between	Cabin passage.	Intermediate passage.	Children, cabin passage.				Deck passage.				Freight per ton of 50 cubic feet.	Treasure.
			Above 7 and under 16 years.	Under 7.	Europeans.		Natives.	Children half-fare.				
Madras and Masulipatam...	60	24 ...	30 0	15 0	16 0 0	12 0 0	18 ¹ / ₂	per cent.				
Do. Coringa.....	70	28 ...	35 0	17 8	17 5 4	12 10 8	21					
Do. Vizagapatam...	80	32 ...	40 0	20 0	18 10 8	14 0 0	24					
Do. Rangoon....	150	60 ...	75 0	37 8	37 8 0	30 0 0	45					
Masulipatam and Coringa...	30	12 ...	15 0	7 8	8 0 0	6 0 0	15					
Do. Vizagapa-												
tam.....	40	16 ...	20 0	10 0	9 5 4	6 10 8	18					
Do. Rangoon.	135	54 ...	67 8	34 0	35 0 0	28 0 0	40					
Coringa and Vizagapatam...	30	12 ...	15 0	7 8	8 0 0	6 0 0	15					
Do. Rangoon....	120	48 ...	60 0	30 0	32 8 0	26 0 0	35					
Vizagapatam and Rangoon.	105	42 ...	52 8	26 0	30 0 0	24 0 0	30	do.				

Each Cabin passenger to be allowed 3 cwt. of baggage and each Deck passenger 40lbs. exclusive of Arms and Knapsacks. Extra space to be allowed for the men's provisions which will be supplied by the Commissariat.

Wines and liquors to be paid for at transport rates as ordered.

SIGNED, SEALED and DELIVERED by the above
named WILLIAM MACKINNON, JAMES
MACALESTER HALL, PETER MAC-
KINNON and PETER HALL in the pre-
sence of.

JOHN S. PAUL,
Assist. to Mackinnon, Mackenzie & Co.
J. M. RUSSELL,
Assist. to Mackinnon, Mackenzie & Co.

J. B. CROWTHER,
Assist. Superintendent of Marine.

W. MACKINNON, by his Attorney.

P. MACKINNON.

JAMES M. HALL, by his Attorney,

P. MACKINNON,

P. MACKINNON.

P. HALL.

J. J. FRANKLIN,
Superintendent of Marine.

3. The Acct. Genl. will report on the question raised by Mr. Franklin in the 2nd para of his letter recorded in Pros. 12th Savvy. last N^o 19.

Marine.

N^o 192 5th June 1861. H—

Ordered that the Agreement executed with Mr. Mackinnon now Mackenzie & Co. for the services of a steamer to run as a Mail & Passenger Packet between Madras & Rangoon, via the Northern Ports, be printed, & that 25 copies of it be furnished to the Suptt. of Marine for distribution as proposed.

2. Ordered that copies of it be forwarded to the Acct. Genl., the Civil Paymaster, & the Post Master Genl.

3.

192
61

Dated

1861.

Messrs. Mackinnon, Mackenzie and Company,
and
The Secretary of State
for India in Council.

CONTRACT

For the conveyance of Mails, &c., between
Madras via Manipal, Cochinada,
Vizagapatam and Bimlipatam and Ran-
goon.

Ms. 127 Aug 1861 172-35 156

3. The Act. Genl. will report on the question raised by Mr. Franklin in the 2nd para of his letter recorded in Prov. 12th Savvy. last N^o 19.

Summ'd & to be paid
June 24 15 of 1861.

The Suptt. of Marine.
With 25 copies Contract.

Act. Genl. do
Civil Paymaster. do
Postmaster Genl. do

JP
Dec 27/61.

will you please

With an Order.

Dec 29th May 1861
No 1544
I have one part of the contract for establishing a mail steamer to run between London & Boston for one year, & which that 25 copies may be struck off for distribution to different departments.

Alonzo B. Aft
The Honble Secy
of Marine
The Chief Secretary
to the Secy
of the Navy
Post Office

1861
I ordered that the agreement
between the U.S. & the
British Govt. for the
establishment of a
mail steamer to run
between London & Boston
for one year, & which
that 25 copies may
be struck off for
distribution to different
departments.
I ordered that copies of it be
forwarded to the Secy of
the Navy & the
Postmaster Genl.